IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN THE MATTER OF:		
JAMES JOHN KUBASKO	Chapter: 13 Chapter: 13 Case Number: 5-20)-00462
DEBTOR(S)		
CERTIFICA	TE OF SERVICE	
I certify that I am more than 18 yes served a copy of the <u>Debtor's Motion to S</u> <u>Encumbrances, Notice and Order</u> on the	Sell Free and Clear of All L	iens, Charges and
Name and Addre	SS)	Mode of Service
All Parties on Attached List		All parties served via first class US mail, postage pre-paid
I certify under penalty of perjury that the	foregoing is true and corre	ct.
Date: February 17, 2022	Name: /s/ Tullio	o DeLuca
	Address: 381 N Scranton, PA 18504 570-347-776	4

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

In re:

Chapter: 13

James John Kubasko, aka James J. Kubasko, aka James Kubasko, aka James Kubasko, aka James J. Kubasko Jr., aka James John Kubasko Jr., aka James Kubasko Jr.,

Case number: 5:20-bk-00462-MJC

Document Number: 136

Matter: Motion for Sale Free and Clear of

Liens

JAMES JOHN KUBASKO Movant(s)

Debtor 1

vs.

LACKAWANNA COUNTY TAX CLAIM BUREAU, CITY OF SCRANTON, TAX
OFFICE, PORTNOFF LAW ASSOC., INTERNAL REVENUE SERVICE, PA DEPARTMENT OF REVENUE, and JACK N. ZAHAROPOULOS, ESQUIRE
Respondent(s)

Order

Unless earlier served through CM/ECF, IT IS ORDERED that service of this Order and the above—referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R 4001—6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

IT IS FURTHER ORDERED that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court
Max Rosenn US Courthouse, Courtroom 2, 197
South Main Street, Wilkes-Barre, PA 18701

Date: 3/17/22
Time: 10:00 AM

By the Court,

Mark J. Conway, United States Bankruptcy Judge

Dated: February 17, 2022

FACE MASKS AND APPROPRIATE SOCIAL DISTANCING WILL BE REQUIRED IN THE COURTROOM.

Initial requests for a continuance of hearing (L.B.F. 9013-3, Request to Continue Hearing/Trial with Concurrence) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing remotely shall be made in accordance with L.B.R. 9074-1.

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

CHAPTER 13

JAMES JOHN KUBASKO

Debtor(s)

CASE NO. 5-20-00462

JAMES JOHN KUBASKO

Movant

VS.

LACKAWANNA COUNTY TAX CLAIM:
BUREAU, CITY OF SCRANTON, TAX:
OFFICE, PORTNOFF LAW ASSOC.,
INTERNAL REVENUE SERVICE, PA:
DEPARTMENT OF REVENUE, and
JACK N. ZAHAROPOULOS, ESQUIRE:

Respondents

NOTICE OF DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND ENCUMBRANCES

NOTICE IS HEREBY GIVEN THAT:

William Hartzell, Guardian of Person and Estate of James John Kubasko, the Debtor, reside at 9714 Poplarwood Court, Orlando, FL 32825 and seeks leave to sell real property of the above captioned case located at 309 N. Lincoln Ave., Scranton, PA, along with personal property and fixtures to Maniel Hinojosa for the sum of Forty Nine Thousand (\$49,000.00) Dollars. The sale is to be free and clear of all liens, charges and encumbrances, with all valid liens and encumbrances to be paid at time of closing.

The Debtor further requests the Court to allow distribution of the proceeds from the sale of real and personal property as follows:

- a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,488.00;
- b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
- c. Realtors Commission of 6 % percent;

d. Any transfer tax which is the responsibility of the seller herein;

e. Any unpaid real estate taxes and other municipal claims/liens arising from

property;

f. That any other unpaid liens shall attach to the remaining sale proceeds;

g. Debtor's exemption if any;

h. The net sale proceeds in an amount to pay the balance owed to the Chapter 13

Trustee, if any, from the above sale shall be paid to Jack N. Zaharopoulos,

Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the

Debtor's confirmed Plan

The Sale is not subject to higher and better offers.

Any inquiries regarding the sale and/or to request for copies of the motion or a time and

date to examine the property prior to the sale, can be made directly to Debtor's Counsel, Tullio

DeLuca, Esquire.

Hearing on any Answers or Objections will be heard on March 17, 2022 at

10:00am. If no objection and request for hearing are timely filed with the Bankruptcy Clerk, 197

South Main Street, Wilkes-Barre, PA 18701 to the sale of the aforementioned real and personal

property on the above terms and conditions on or before March 10, 2022, the Court may

grant the relief requested. If you desire to contest this matter, file a written objection in the form

of responsive pleading and request a hearing with a copy to Tullio DeLuca, Esquire at the

address below: Any filing must conform to the Rule of Bankruptcy Procedures unless the Court

determines otherwise.

Date of Notice: February 17, 2022

Tullio DeLuca, Esquire

381 N 9th Avenue

Scranton, PA 18504

(570) 347-7764

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

CHAPTER 13

JAMES JOHN KUBASKO

Debtor(s)

CASE NO. 5-20-00462

JAMES JOHN KUBASKO

Movant

VS.

:

LACKAWANNA COUNTY TAX CLAIM BUREAU, CITY OF SCRANTON, TAX OFFICE, PORTNOFF LAW ASSOCIATES, INTERNAL REVENUE SERVICE, PA DEPARTMENT OF REVENUE, and JACK N. ZAHAROPOULOS, ESQUIRE

Respondents

DEBTOR'S MOTION TO APPROVE PRIVATE SALE OF REAL AND PERSONAL PROPERTY FREE AND CLEAR OF ALL LIENS, CHARGES AND ENCUMBRANCES

AND NOW COMES, William Hartzell, Guardian of Person and Estate of James John Kubasko, the Debtor, and files this Motion for an Order Approving a Private Sale of Real and Personal Property Free and Clear of all Liens, Charges and Encumbrances:

- 1. James John Kubasko (hereinafter the "Debtor") filed a Chapter 13 bankruptcy proceeding with the U.S. Bankruptcy Court for the Middle District of Pennsylvania. William Hartzell was appointed as Guardian of Person and Estate of James John Kubasko. A copy of the Order is attached and marked as Exhibit "A".
 - 2. Jack N. Zaharopoulos, Esq. was appointed the Chapter 13 Trustee.
- 3. On the date that the Petition was filed there existed real property, of the estate located at 309 N. Lincoln Ave., Scranton, PA along with personal property and fixtures.

- 4. The Debtor wishes to sell the property to Manuel Hinojosa for the sum of Forty Nine Thousand (\$49,000.00) Dollars. A copy of the agreement of sale is attached hereto, made a part hereof, and labeled Exhibit "B".
- 5. The property is being sold for the "Fair Market Value" of the property. A copy of the Comparable Market Analysis is attached hereto and marked as Exhibit "C".
- 6. The Respondents named in the above caption, may have a lien(s) on the property or other interests in the property to be sold.
- 7. That this Motion to Sell Real and Personal Property Free and Clear of Liens,
 Charges and Encumbrances has been filed by the Debtor because the offer approximates the fair
 market value.
- 8. The Debtor further requests the Court to allow distribution of the proceeds from the sale of the real estate at settlement, pursuant to the priority of the United States Bankruptcy Court as follows:
 - a. Any out-of-pocket expenses advanced by Tullio DeLuca, Esquire in connection with the sale of the aforementioned property, and which have not been reimbursed at the time of settlement along with an attorney fee of \$1,488.00;
 - b. Any Notarization and/or incidental recording fees associated with the sale of the above property;
 - c. Realtors Commission of 6 % percent;
 - d. Any transfer tax which is the responsibility of the seller herein;
 - e. Any unpaid real estate taxes and other municipal claims/liens arising from property;
 - f. That any other unpaid liens shall attach to the remaining sale proceeds;
 - g. Debtor's exemption if any;
 - h. The net sale proceeds in an amount to pay the balance owed to the Chapter 13 Trustee, if any, from the above sale shall be paid to Jack N. Zaharopoulos, Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the Debtor's confirmed Plan

h. The net sale proceeds in an amount to pay the balance owed to the Chapter 13

Trustee, if any, from the above sale shall be paid to Jack N. Zaharopoulos,

Esq., Chapter 13 Trustee, for distribution to creditors in accordance with the

Debtor's confirmed Plan

9. The Debtor shall be allowed to escrow funds at closing for potential capital gains

tax liability as may be needed.

10. The Debtor request the Court to issue a date by which responses, if any,

objecting to the sale of real property free and clear of liens, charges and encumbrances may be

filed, and to grant the requested relief, to wit, to hold the sale of the aforementioned real property

free and clear of all liens, charges and encumbrances.

WHEREFORE, William Hartzell, Guardian of Person and Estate of James John

Kubasko, the Debtor respectfully requests that the Movant's Motion to approve Private Sale of

Real and Personal Property located at 309 N. Lincoln Ave., Scranton, be hereby approved and an

Order issued authorizing the Debtor to sell the above real and personal property free and clear of

all liens, charges and encumbrances to Manuel Hinojosa with normal and customary closing

costs paid from the sale proceeds as indicated above, less Debtors' exemption. Debtor shall be

allowed to escrow funds at closing for a potential capital tax gain liability.

Respectfully submitted,

Lilli de lico

Tullio DeLuca, Esq.

Attorney for Debtor

381 N. 9th Avenue

Scranton, PA 18504

(570) 347-7764

IN RE: JAMES KUBASKO
AN INCAPACITATED PERSON

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

ORPHANS' COURT DIVISION

NO. 512 of 2020

FINAL DECREE

AND NOW, this And day of June, 2021, based upon evidence and the record, this Court finds, by clear and convincing evidence, that James Kubasko is adjudged an incapacitated person.

This court further accepts the opinion of Richard Fischbein M.D. as to the diagnoses of a mild neurocognitive disorder which impairs James Kubasko's capacity to receive and evaluate information effectively and to make and communicate decisions concerning management of his financial affairs or to meet essential requirements for his health and safety.

- The alleged incapacitated is in imminent risk to his finances as he is unable to manage his finances and responsibly tender payment for services provided by third parties.
- 2. William Rolland Hartzell, 9714 Poplarwood Court, Orlando Florida 32825 is appointed as Permanent Plenary Guardian of Person and Estate for James Kubasko. The Guardian shall file reports on the financial and the social, medical, and other relevant Spinished Conditions and other relevant conditions as required by 20 Pa.C.S.A. § 5521(c).

REGISTER OF WILLS

·岬(1846) MI2687

Exhibit "A"

The Guardian (shall) (shall not) post a Court approved bond in the amount of \$______, and shall file reports within ninety (90) days from the date of this Final Decree and annually thereafter on the anniversary date of this Final Decree.

All financial institutions, savings and loans, credit unions, and brokerages, shall grant to William Hartzell as Guardian of the Estate access to any and all assets, records, and accounts maintained for the benefit of James Kubasko, and William Hartzell shall be entitled to transfer, retitle, withdraw, or otherwise exercise dominion and control over any and all said assets, records, and accounts.

The Guardian is required to reimburse The Advocacy Alliance, Inc. for any expense incurred wherein The Advocacy Alliance, Inc. paid any bills accrued by James Kubasko which were in excess of the liquid funds available at the time of expenditure.

Any Power of Attorney executed by James Kubasko prior to the date of this Order or executed after the date of this Order shall not be valid unless approved the Court.

The aforementioned judicial determinations have taken into consideration the matters required by 20 Pa.C.S.A. § 5512.1. The Court adopts as its own the Findings of Fact and Conclusions of Law filed by the Petitioner.

James Kubasko, the adjudicated incapacitated person is advised and informed of the right to seek reconsideration of this Order pursuant to Rule 8.2 of the Pennsylvania Orphans' Court Rules and the right to appeal this Order within 30 days from the date of this Order by filing a Notice of Appeal with the Clerk of the Orphans' Court. James Kubasko may also petition the Court at any time to review, modify, or terminate the guardianship due to a change in circumstances. James Kubasko has a right to be represented by an attorney to file a motion for reconsideration, an appeal, or to seek modification or termination of this guardianship. If the assistance of counsel is

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needed and James Kubasko cannot afford an attorney, an attorney will be appointed to represent James Kubasko free of charge.

Counsel for the petitioner is directed to serve upon counsel for James Kubasko a copy of this Order within five (5) days and file a Proof of Service.

BY THE COURT

140846 MM2689

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors (PAR).

V- 1	TTTDG
BUYER(S): MANUEL HINOJOSA	TTIES SELLER(S): James J Kubasko Jr By & Through his Guardian
	William R Hartzell
BUYER'S MAILING ADDRESS:	SELLER'S MAILING ADDRESS:
PRO	PERTY
ADDRESS (including postal city) 309 N Lincoln Ave, Scranton	Scranton ZIP 18504
in the municipality of Scranton City in the School District of Scranton Tax ID #(s): 14514010072	, County of Lackawanna, in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording I	Date): 14514010072;1193/0209
BUYER'S RELATIONSHIP V	VITH PA LICENSED BROKER
No Business Relationship (Buyer is not represented by a b	oroker)
Broker (Company) ERA One Source Realty	Licensee(s) (Name) Corey Christian
Company License # RS348877 Company Address 310 Spruce St, Scranton, PA 18503	State License # RS348877 Direct Phone(s) (570)343-9999 Cell Phone(s)
Company Phone (570)343-9999 Company Fax	Email christiancorey.era@gmail.com Licensee(s) is (check only one):
Broker is (check only one): Buyer Agent (Broker represents Buyer only) Dual Agent (See Dual and/or Designated Agent box below)	Buyer Agent (all company licensees represent Buyer) Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) pr	rovide real estate services but do not represent Buyer)
SELLER'S RELATIONSHIE No Business Relationship (Seller is not represented by a broker)	WITH PA LICENSED BROKER
Broker (Company) CLASSIC PROPERTIES	Licensee(s) (Name) Margaret Hennemuth
Company License # Company Address 324 S. State St., Clarks Summit, PA 18411	State License # Direct Phone(s) (570)587-7000
Company Address 324 S. State St., Clarks Summit, FA 16411	Cell Phone(s) (570)499-2290
Company Phone (570)587-7000	Email hennemuthpeggy@gmail.com
Company Fax (570)586-8404 Broker is (check only one):	Licensee(s) is (check only one): Seller Agent (all company licensees represent Seller)
X Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)	Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provid	l e real estate services but do not represent Seller)
A Broker is a Dual Agent when a Broker represents both Buyer an	ESIGNATED AGENCY d Seller in the same transaction. A Licensee is a Dual Agent when a f Broker's licensees are also Dual Agents UNLESS there are separate ated for Buyer and Seller, the Licensee is a Dual Agent.
By signing this Agreement, Buyer and Seller each acknowledge hif applicable.	naving been previously informed of, and consented to, dual agency,
MH	rage 1 of 14 Seller Initials: WRH
	00-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-

rev. 5/20; rel. 7/20

ERA One Source Realty Scranton, 310 Spruce St Scranton PA 18503

309 Lincoln Ave

Corey Christian

e St Scranton PA 18503 Phone: (570)343-9999 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Sulte 2200, Dalias, TX 75201 www.hvolf.com

	(A)	Purchase Price \$ 49,000.00	
		(Forty-Nine Thousand	_ U.S. Dollars), to be paid by Buyer as follows:
		1. Initial Deposit, within days (5 if not specified) of Execution Date,	O.S. Donais), to be paid by Buyer as follows:
		if not included with this Agreement:	\$ 1,000.00
		2. Additional Deposit within days of the Execution Date:	\$ 1,000.00 \$ 5
		3.	\$
		Remaining balance will be paid at settlement.	
	(B)	All funds paid by Buyer, including deposits, will be paid by check, cashier's c within 30 days of settlement, including funds paid at settlement, will be by co sonal check.	
	(C)	Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for	r Seller (unless otherwise stated here:
		who will retain deposits in an escrow account in conformity with all applicable termination of this Agreement. Only real estate brokers are required to hold depote the State Real Estate Commission. Checks tendered as deposit monies may Agreement.	sits in accordance with the rules and regulations
3.	SEL	LER ASSIST (If Applicable) (1-10)	
	Selle	er will pay \$ or er's costs, as permitted by the mortgage lender, if any. Seller is only obligated t	% of Purchase Price (0 if not specified) toward
			to pay up to the amount or percentage which is
١.		oved by mortgage lender. TLEMENT AND POSSESSION (4-14)	
1.	(4)	Sattlement Data in Enhancer 20 2022	on hafara if Duran and Callan agree
	(A)	Settlement Date is February 28, 2022 Settlement will occur in the county where the Property is located or in an adjace	ent county during normal business hours unless
	(1)	Buyer and Seller agree otherwise.	on county, during normal ousmoss nours, unless
	(C)	At time of settlement, the following will be pro-rated on a daily basis between	Buyer and Seller, reimbursing where applicables
	(-)	current taxes; rents; interest on mortgage assumptions; condominium fees and h	
		fees, together with any other lienable municipal service fees. All charges will b	
		pay up to and including the date of settlement and Buyer will pay for all days for	
		, , , ,	
	(D)	For purposes of prorating real estate taxes, the "periods covered" are as follows:	
		 Municipal tax bills for all counties and municipalities in Pennsylvania are for the School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts School tax bills for all other school districts are for the period from July 1 to 	s are for the period from January 1 to December
	(E)	Conveyance from Seller will be by fee simple deed of special warranty unless other	
	(F)	Payment of transfer taxes will be divided equally between Buyer and Seller unless oth	nerwise stated here:
	(G)	Possession is to be delivered by deed, existing keys and physical possession to a	vacant Property free of dehris with all structures
	(-)	broom-clean, at day and time of settlement, unless Seller, before signing this Agree	
		is subject to a lease.	,,
	(H)	If Seller has identified in writing that the Property is subject to a lease, possession	on is to be delivered by deed, existing keys and
		assignment of existing leases for the Property, together with security deposits an	d interest, if any, at day and time of settlement.
		Seller will not enter into any new leases, nor extend existing leases, for the Propi	
		will acknowledge existing lease(s) by initialing the lease(s) at the execution of	this Agreement, unless otherwise stated in this
		Agreement.	
		Tenant-Occupied Property Addendum (PAR Form TOP) is attached and mad	le part of this Agreement.
5.		FES/TIME IS OF THE ESSENCE (1-10)	
		Written acceptance of all parties will be on or before: February 3, 2022	
	(B)	The Settlement Date and all other dates and times identified for the performance	of any obligations of this Agreement are of the
	(C)	essence and are binding. The Execution Date of this Agreement is the date when Buyer and Seller have	indicated C.II consultance of this Assessment has
	(C)	signing and/or initialing it. For purposes of this Agreement, the number of days v	
		ing the day this Agreement was executed and including the last day of the time pe	
		initialed and dated.	chod, An enanges to this Agreement should be
	(D)	The Settlement Date is not extended by any other provision of this Agreement and	d may only be extended by mutual written agree-
	\- <i>\</i>	ment of the parties.	, only be entended by mattain written agree-
	(E)	Certain terms and time periods are pre-printed in this Agreement as a convenience	ce to the Buyer and Seller. All pre-printed terms
	` '	and time periods are negotiable and may be changed by striking out the pre-prin	nted text and inserting different terms accentable
		to all-parties, except where restricted by law.	C 7
		MH ALH	
luy	er Ini	tris: C S ASK Page 2 of 14	Seller Initials:
		Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX	

antiala	n IDs O	400480	A 2004 4044 0AAF DADOODTFOOTA	
· <u>-</u>			A-D294-4984-8AA6-D1D82CBFC953	
65 66 67 68	6.	Faile vida void	ble) is zoned solely or primarily to permit single-family dwo ed, any deposits tendered by the Buyer will be returned to the Bu	
69 70	7,		ing Classification, as set forth in the local zoning ordinance: TURES AND PERSONAL PROPERTY (1-20)	Residential
71 72 73 74	,,	(A)	It is possible for certain items of personal property to be s regarded as part of the Property and therefore included in a what items will be included or excluded in this sale. INCLUDED in this sale, unless otherwise stated, are all exi	so integrated into the Property that they become fixtures and will be sale. Buyer and Seller are encouraged to be specific when negotiating sting items permanently installed in or on the Property, free of liens,
75 76 77 78 79 80 81 82 83			fixtures (including chandeliers and ceiling fans); pools, sp. animal fencing systems (excluding collars); garage door operand sound equipment; unpotted shrubbery, plantings and to storage sheds; fences; mailboxes; wall to wall carpeting; exdow covering hardware (including rods and brackets), sharbuilt-in air conditioners; built-in appliances; the range/oven fuels stored on the Property at the time of settlement; and,	ogs; radiator covers; hardwired security systems; thermostats; lighting as and hot tubs (including covers and cleaning equipment); electric eners and transmitters; mounting brackets and hardware for television rees; smoke detectors and carbon monoxide detectors; sump pumps; tisting window screens, storm windows and screen/storm doors; windes and blinds; awnings; central vacuum system (with attachments); dishwashers; trash compactors; any remaining heating and cooking if owned, solar panels, windmills, water treatment systems, propane gitems are included in the sale, at no additional cost:
85 86 87 88		(C)	vendor for more information (e.g., solar panels, windmills, water	subject to a lease or other financing agreement. Contact the provider/er treatment systems, propane tanks and satellite dishes):
89		(D)	EXCLUDED fixtures and items:	
90 91 92 93 94 95	8.		RTGAGE CONTINGENCY (6-19) WAIVED. This sale is NOT contingent on mortgage financ may include an appraisal contingency. ELECTED. This sale is contingent upon Buyer obtaining mortgage financin	ing, although Buyer may obtain mortgage financing and/or the parties
96 97	Fir	st Mo	ortgage on the Property wast	Second Mortgage on the Property Loan Amount \$
98	Min	nimun	n Termyears	Minimum Term years
99			nortgage cash	Type of mortgage
00 01	PAN	eed	ventional loans, the Loan-To-Value (LTV) ratio is not to	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed%
02	Mo	rtgage	e lender	Mortgage lender
03 04	Inte	rest i	rate %: however. Buyer agrees to accept the	Interest rate%; however, Buyer agrees to accept the
05	int	erest	rate as may be committed by the mortgage lender, not	interest rate as may be committed by the mortgage lender, not
06			a maximum interest rate of%.	to exceed a maximum interest rate of%.
07 08			points, loan origination, loan placement and other fees by the lender as a percentage of the mortgage loan (exclud-	Discount points, loan origination, loan placement and other fees
09			mortgage insurance premiums or VA funding fee) not to	charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to
10		eed_	% (0% if not specified) of the mortgage loan.	exceed % (0% if not specified) of the mortgage loan.
11 12 13		(B)	tion(s) according to the terms set forth above, Buyer will pr	oval, whether conditional or outright, of Buyer's mortgage applica- omptly deliver a copy of the documentation to Seller, but in any case
14			no later than 1. If Seller does not receive a copy of the documentation of	lemonstrating lender's conditional or outright approval of Buyer's mort-
15			gage application(s) by the date indicated above, Seller n	nay terminate this Agreement by written notice to Buyer, Seller's right
16			to terminate continues until Buyer delivers documentation	ion demonstrating lender's conditional or outright approval of Buyer's
17 18			mortgage application(s) to Seller. Until Seller terminate make a good faith effort to obtain mortgage financing.	s this Agreement pursuant to this Paragraph, Buyer must continue to

- - Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
 - Does not satisfy the terms of Paragraph 8(A), OR
 - Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
 - If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

28 Buyer Initials: ASR Page 3 of 1	4 Seller Initials	wян
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309 Lincoln Ave

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Buyer Initials: MH

193

129 130 131		all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
132 133		for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
134	(C)	The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular
135		LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a spe-
136		cific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan,
137 138		The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.
139	(D)	The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee
140	(D)	the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),
141		Buyer will do so at least15days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
142		by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage
143		lender(s) to make the above mortgage term(s) available to Buyer.
144	(E)	Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-
145		cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
146		identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,
147		otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
148 149		Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application,
150	(F)	Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/
151	(*)	or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
152		ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
153		reject, or refuse to approve or issue, a mortgage loan commitment.
154	(G)	If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
155		repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within5
156		DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
157		expense.
158 159		1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
160		2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within
161		DAYS, notify Seller of Buyer's choice to:
162		a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
163		will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the
164		Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
165		b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
166		Paragraph 26 of this Agreement.
167 168		If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and
169		agree to the RELEASE in Paragraph 28 of this Agreement.
,		FHA/VA, IF APPLICABLE
170 171	(H)	It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
172	(**)	chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer
173		has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
174		Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
175		\$ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
176 177		proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is striked at the determine the maximum most age the Denestment of Housing and Liber Development will incure HID does
178		is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
179		Property are acceptable.
180		Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration
181		Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters
182		or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years,
183	/T	or both."
184	(1)	U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement
185 186		Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
187		FHA will not perform a home inspection nor guarantee the price or condition of the Property.
188		Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(B))
189		and Buyer's acceptance of additional required repairs as required by the lender.
190	(J)	Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
191		purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
192		connection with this transaction is attached to this Agreement.

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Seller Initials: WRH

194	9.	CHANGE IN BUYER'S FINANCIAL STATUS (9-18)
195	•	If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the
196		Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change
197		in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against
198		he complyment, failure or loss of safe of buyers notice, buyers naving incurred a new financial obligation; entry of a judgment against
199		Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.
200	10	SELLER REPRESENTATIONS (1-20)
200 201	10.	(A) Status of Water
202		Seller represents that the Property is served by:
203		
204		(B) Status of Sewer
205		1. Seller represents that the Property is served by:
206		X Public Sewer
207		☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
208		Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
209		None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
210		U
211		2. Notices Pursuant to the Pennsylvania Sewage Facilities Act
212		Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
213		Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
214		repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
215		permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
216		administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
217		
		local agency charged with administering the Act will be the municipality where the Property is located or that municipality
218		working cooperatively with others.
219		Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption
220		provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required
221		before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage
222		system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and
223		site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by
224		the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance
225		which occurs as a result.
226		Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a
227		water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another
228		site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the
229		tank from the date of its installation or December 14, 1995, whichever is later.
230		Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-
231		tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
232		provide guidance. Subsection (b) of \$73.13 states that the minimum horizontal isolation distance between an individual water
233		supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-
234		
235		izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
		absorption area shall be 100 feet.
236		Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage
237		facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until
238		the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations
239		promulgated thereunder.
240		(C) Historic Preservation
241		Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:
242		
243		(D) Land Use Restrictions
244		1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
245		following Act(s) (see Notices Regarding Land Use Restrictions below):
246		Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)
247		Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
248		
		Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
249		Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
250		Other
251		2. Notices Regarding Land Use Restrictions
252		a. Pennsylvania Right-To-Farm Act: The property you are buying may be located in an area where agricultural operations
253		take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
254		circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances,
255		b. Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assess-
256		ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
257		of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
258		
200		may result in the future as a result of any change in use of the Property or the land from which it is being separated.
259	Buy	er Initials: MH Seller Initials: WAH
		Delici Intians

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- Open Space Act: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- Conservation Reserve (Enhancement) Program: Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.
- (E) Real Estate Seller Disclosure Law

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

- (F) Public and/or Private Assessments
 - Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:
 - Seller knows of no other potential notices (including violations) and/or assessments except as follows:
- (G) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

- (H) Internet of Things (IoT) Devices
 - 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
 - On or before settlement, Seller will make a reasonable effort to clear all data stored on all loT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
 - Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
 - This paragraph will survive settlement.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

- 12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)
 - (A) Rights and Responsibilities
 - 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
 - Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
 - Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
 - All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for
 - Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

324 Buver Initials:

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Seller Initials:

309 Lincoln Ave

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325	(B) Buy	er waives or elects at Buyer's expense to have the following inspections, certifications, and invest	igations (re	eferred to as
326	"Ins	pection" or "Inspections") performed by professional contractors, home inspectors, engineers, archite	ects and of	ther properly
327		nsed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed		
328 329		ector is inspecting more than one system, the inspector must comply with the Home Inspection Law Notices Regarding Property and Environmental Inspections)	. (See Para	agraph 12(D)
330		elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete	Inchection	e obtain any
331	Inst	pection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this	is Agreeme	nt. or submit
332		ritten corrective proposal to Seller, according to the terms of Paragraph 13(B).	o rigidollid	, 01 5651111
333		Home/Property Inspections and Environmental Hazards (mold, etc.)		
334	Elected	Buyer may conduct an inspection of the Property's structural components; roof; exterior windows an		AXX aived
335		doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; a		
336		electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water		
337		tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and othe		
338		mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other ite		
339 340		may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection		
341		home inspection must be performed by a full member in good standing of a national home inspection a or a person supervised by a full member of a national home inspection association, in accordance with		
342		standards and code of conduct or practice of that association, or by a properly licensed or registered en		
343		architect. (See Notices Regarding Property & Environmental Inspections)	ignicoi oi	
344		Wood Infestation		
345	Elected	Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector cer	tified as a	Nyaived MX
346		wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings	provided	[war]
347		by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable la		
348		gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection		
349		limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the		
350		reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying p		
351		cide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation		
352 353		may obtain a written Report from a professional contractor, home inspector or structural engineer that is structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property		
354		Deeds, Restrictions and Zoning	ııy.	
355	Elected	Buyer may investigate easements, deed and use restrictions (including any historic preservation restriction	ns or ordi-	Nyaived .
356	2.0000	nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present	use of the	MIE
357		Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle		
358		is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:		
359				
360		Water Service		СЛ
361	Elected	Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or		Maived 1
362		qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's exp		
363 364		locate and provide access to the on-site (or individual) water system. Seller will restore the Property to it condition, at Seller's expense, prior to settlement.	s previous	
365		Radon		
366	Elected	Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental	Protection	A Yearved
367		Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher	than 0.02	MIET
368		working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the		
369		by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of		
370		can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a stru	cture. If a	
371		house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon e		
372		person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the D		
373 374		of Environmental Protection. Information about radon and about certified testing or mitigation firms is through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Ca		
375		Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. ww		
376		On-lot Sewage (If Applicable)	opa.gu v	
377	Elected	Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a	hvdraulic	[Walived
378		load test, from a qualified, professional inspector. If and as required by the inspection company, Seller,		MAG
379		expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide		****
380		needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's		
381		prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage	Inspection	
382		Contingency.		
383	101	Property and Flood Insurance		۲
384 385	Elected	Buyer may determine the insurability of the Property by making application for property and casualty for the Property to a responsible insurant Property for the Property to a responsible insurant Property for the Property for t		MH ved
386		for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may con with the insurer to assist in the insurance process. If the Property is located in a specially-designated fl	inunicate	
387		Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 day		
388		prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase fu		
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000		MH		0
389	Buyer Initials:	ASR Page 7 of 14	ieller Initials	· WRH

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309 Lincoln Ave

390 391 392		insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or r flood insurance agents regarding the need for flood insurance and possible premium increases. Property Boundaries	nore	
393 394	Elected	Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the l description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Prop	perty (3/65)	-
395 396 397 398	•	surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other na or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical repretations of size of property are approximations only and may be inaccurate. Lead-Based Paint Hazards (For Properties built prior to 1978 only)		
399 400	Elected	Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to con a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint		
401 402 403 404 405 406		hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazards. Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approlead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along wis separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards any lead-based paint records regarding the Property. Other	zard oved th a	•
407 408	Elected		_ N.H. ved	
409	The Inspection	ons elected above do not apply to the following existing conditions and/or items:		<i>-</i>
410 411				_
412		tices Regarding Property & Environmental Inspections		_
413 414	1.	Exterior Building Materials: Poor or improper installation of exterior building materials may result in me the surface of a structure where it may cause mold and damage to the building's frame.	oisture penetrating	g
415	2.	Asbestos: Asbestos is linked with several adverse health effects, including various forms of cancer.		
416	3.	Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the	e use and disposa	ıİ
417		of which are restricted by law. Generally, if hazardous substances are found on a property, it is the proper	ty owner's respon	i=
418		sibility to dispose of them properly.		
419	4.	Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an envir		
420 421		to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, i the property would be affected or denied because of its location in a wetlands area.	mprove or develop	р
422	5.		teria mald enares	٠
423	٥,	pollen and viruses) have been associated with allergic responses.	teria, mora aporea	',
424	6,		substances can be	е
425		directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W.,		
426		20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Env		
427		Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania De		
428		and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg	, PA 17120, or by	y
429	12 INCOME	calling 1-877-724-3258.		
430 431		CTION CONTINGENCY (10-18) e Contingency Period is days (10 if not specified) from the Execution Date of this Agreement for each	Increation elected	A
432		Paragraph 12(C),	inspection elected	u
433		thin the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), e	xcent as stated in	n
434	Par	agraph 13(C):		.,
435	1.	If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL presen	it all Report(s) in	n
436		their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to	the RELEASE in	n
437	•	Paragraph 28 of this Agreement, OR		
438	2,	If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present		
439 440		their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies according to the terms of Paragraph 26 of this Agreement, OR	returned to Buye	r
441	3.		at all Report(s) is	n
442		their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or of		
443		Buyer.		′
444		The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professi		
445		the corrections requested in the Proposal, provisions for payment, including retests, and a projected date		
446		the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with r	nortgage lender o	1
447 448		governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal,	I) for a Name of set of	
449		a. Following the end of the Contingency Period, Buyer and Seller will have days (5 if not specified Period. During the Negotiation Period:	i) for a regonation	, į
450		(1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR		
451		(2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any i	epairs or improve-	-
452		ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if	any.	
453		If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mu	itually acceptable	
		MH		
454	Buyer Initials:		initials: WRH	_
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-				
455 456			written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 2	8 of this Agreement and the
456 457			Negotiation Period ends. b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during t	he Negotiation Period within
458			days (2 if not specified) following the end of the Negotiation Period, Buyer will:	ne regonation renou, within
459			(1) Accept the Property with the information stated in the Report(s) and agree to the RELI	SASE in Paragraph 28 of this
460			Agreement, OR	
461			(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to	Buyer according to the terms
462 463			of Paragraph 26 of this Agreement.	
463 464			If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does n by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable written agreement, and Buyer does not be seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable written agreement, and Buyer does not be seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will acceptable written agreement.	of terminate this Agreement
465			to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automati	cally extend the Negatiotian
466			Period.	varies the Megotiation
467	(0	C) If a	a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Se	ller may, within
468			ys (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will in	
469			name of the company to perform the expansion or replacement; provisions for payment, inclu	
470 471			mpletion date for corrective measures. Within <u>5 DAYS of receiving Seller's Proposal</u> , or if no	Proposal is provided within
472		1.	e stated time, Buyer will notify Seller in writing of Buyer's choice to: Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 o	fthic Agreement OP
473		2.	Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buy	
474			Paragraph 26 of this Agreement, OR	ar area and to the terms of
475		3.	the same to the sa	is Agreement. If required by
476			any mortgage lender and/or any governmental authority, Buyer will correct the defects before	settlement or within the time
477			required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with	permission and access to the
478 479			Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permi	ssion and/or access to correct
480			the defects, Buyer may, within5 DAYS of Seller's denial, terminate this Agreement by wr deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.	itten notice to Seller, with all
481		If	Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Ag	reement by written notice to
482		Se	ller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of thi	s Agreement.
483			S, SURVEYS AND COSTS (6-20)	
484	(A		ithin days (7 if not specified) from the Execution Date of this Agreement, Buyer will order fi	
485 486			delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver seller.	a tree copy of the title report
487	(E		yer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title	insurance policy is different
488	•		m a lender's title insurance policy, which will not protect Buyer from claims and attacks on the	
489			licies come in standard and enhanced versions; Buyer should consult with a title insurance a	
490 491			yer agrees to release and discharge any and all claims and losses against Broker for Buyer should be a state of the second of th	d Buyer neglect to obtain an
492	((rner's title insurance policy. Lyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance	or any fee for cancellation:
493	(-	(2)	Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for ca	ncellation; (3) Appraisal fees
494		and	d charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.	
495	(I		y survey or surveys required by the title insurance company or the abstracting company for preparations of the surveys required by the title insurance company or the abstracting company for preparations.	
496 497			n of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey of pured by the mortgage lender will be obtained and paid for by Buyer.	surveys desired by Buyer or
498	Œ		e Property will be conveyed with good and marketable title that is insurable by a reputable title in	nsurance company at the reg-
499	,-		r rates, free and clear of all liens, encumbrances, and easements, excepting however the following	
500		his	toric preservation restrictions or ordinances; building restrictions; ordinances; easements of roads	
501	/ T		ound; easements of record; and privileges or rights of public service companies, if any	
502 503	(1	') II an	a change in Seller's financial status affects Seller's ability to convey title to the Property on or by extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status in	clore the Settlement Date, or
504		Se	ller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary ju	dement against Seller: notice
505		of	public tax sale affecting the Property; and Seller learning that the sale price of the Property is no	longer sufficient to satisfy all
506			ns and encumbrances against the Property.	
507 508	(0	i) If	Seller is unable to give good and marketable title that is insurable by a reputable title insurance	company at the regular rates,
509		to.	specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, wit Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can	n all deposit monies returned
510		pre	cludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement.	Jpon termination, all deposit
511		mo	nies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Se	ller will reimburse Buyer for
512		any	y costs incurred by Buyer for any inspections or certifications obtained according to the terms of t	his Agreement, and for those
513 514	(L		ms specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D). I, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and S	allara malea na nannanantett
515	(I		but the status of those rights unless indicated elsewhere in this Agreement.	eners make no representation
516			Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this A	greement.
			MA	۲٦
517	Buyer I	nitials	ASR Page 9 of 14	Seller Initials WAH
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Buyer Initials: MH

518		(I)	COAL NOTICE (Where Applicable)
19			THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
520			NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
521			PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
522			ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
523			the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
524			resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-
525			ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
526			of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
527			1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
528		(J)	The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
529		()	The report is not a retreatment than as a similar in the remarkable conditions conditions of the similar indications.
530		(K)	1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:
531		(14)	Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.
532			
			2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
533			Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
534			is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
535			gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
536			whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
537			other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
538			disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
539			the Act gives certain rights and protections to buyers.
540	15.	NO	TICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)
541			In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
542		(-)	received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/
543			or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
544			
			1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
545			notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
546			2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
547			within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5_ DAYS
548			that Buyer will:
549			a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
550			Paragraph 28 of this Agreement, OR
551			b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
552			Paragraph 26 of this Agreement.
553			If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice
554			to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
555		(B)	If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior
556		` '	Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
557			of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
558			the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
559			Seller.
560			
561			copy of the notice to Buyer and notify Buyer in writing that Seller will:
562			a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
563			improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
564			b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
565			notify Seller in writing within5_DAYS that Buyer will:
566			(1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
567			28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
568			(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
569			of Paragraph 26 of this Agreement,
570			If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by writ-
571			ten notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this
572			Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the
573			notice provided by the municipality.
574 576			2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
575			Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive
576			settlement.
577	16.		NDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)
578		(A)	Property is NOT a Condominium or part of a Planned Community unless checked below.
579			CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407

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[The Epndominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

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Main Document

of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of

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Seller Initials: was

309 Lincoln Ave

Desc

040	Buyer Initials: ASR Page 11 of 14	Seller Initiale:
645	Buyer Initials; ASR Page 11 of 14	Seller Initials: wax
		- -
644	a home warranty may have a business relationship with the home warranty company that provides a financial benef	it to the broker.
643	certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a	broker who recommends
642	pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement	regarding inspections or
641	understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will	not cover or warrant any
640	At or before settlement, either party may purchase a home warranty for the Property from a third-party	uandor River and Callan
638 639	Paragraph 26 of this Agreement, 19. HOME WARRANTIES (1-10)	
637	Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer a	according to the terms of
636	1. Accept the Property in its then current condition together with the proceeds of any insurance recovery ob-	ainable by Seller, OR
635	replaced prior to settlement, Buyer will:	·
634	(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this	i uns Agreement. sale is destroved and not
633	If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Ag to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 o	reement by written notice
631 632	Paragraph 26 of this Agreement,	
630	 Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer 	according to the terms of
629	a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR	
628	is earlier, that Buyer will:	omenient Date, willenevel
627	 If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair mar to notify Buyer of Seller's choice, Buyer will notify Seller in writing within DAYS or before S 	ket value, or if Seller fails Settlement Date, whichever
625 626	part of the Property. 3. If Seller does not repair or replace the failed part of the Property or agree to availt Property for its fairness.	lastanalna te o u . e u
624	b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair	market value of the failed
623	if any, OR	
622	a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptal	le to the mortagae lender
620 621	 Repair or replace that part of the Property before settlement, OR Provide prompt written notice to Buyer of Seller's decision to: 	
619 620	(B) If any part of the Property included in the sale fails before settlement, Seller will:	
618	specifically listed in this Agreement in its present condition, normal wear and tear excepted.	. , . •,
617	(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliance	s, and personal property)
616	18. MAINTENANCE AND RISK OF LOSS (1-14)	
615	the property and an increase in property taxes. Also, periodic county-wide property reassessments may character the property and result in a change in property tax.	ige the assessed value of
614	erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a the property and an increase in property taxes. Also, periodic county-wide property reassessments may characteristic than the property and an increase in property taxes.	nigher assessed value for
612 613	In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the	assessed value of a prop-
611	17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)	
610	Appraisal fees and charges paid in advance to mortgage lender.	
609	cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or an	
608	Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lie	n insurance, or any fee for
607	 If the association has the right to buy the Property (right of first refusal), and the association exerc reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained accordingly. 	
605 606	this Agreement. 4. If the association has the right to buy the Property (right of first refusal), and the association exerc	inan that winks Online
604 605	Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the	terms of Paragraph 26 of
603	and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller	must be in writing; upon
602	3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives	the association documents
601	association in the Certificate.	formation provided by the
599 600	 Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Se for the failure of the association to provide the Certificate in a timely manner or for any incorrect in 	eller is not liable to Buyer
598 500	that the association is required to provide these documents within 10 days of Seller's request.	
597	a Certificate of Resale and any other documents necessary to enable Seller to comply with the relev	ant Act. The Act provides
596	1. Within15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will re	quest from the association
595	PLANNED COMMUNITY:	
594	(C) THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A	greement. CONDOMINIUM OR A
593	Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. L Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this A	pon Buyer declaring this
591 592	this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community)	after receipt of the Public
590	Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Ag	reement. Buyer may void
589	If this is the first sale of the property after creation of the condominium or planned community (therefore	a sale by the Declarant).
588	OR A PLANNED COMMUNITY:	
587	(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART (OF A CONDOMINIUM
586	ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a provisions set forth in Section 5407(a) of the Act.	Certificate containing the
584 585	the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer	with a copy of the decla-
583	PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned	community as defined by
	_	

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646 20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

25. REPRESENTATIONS (1-10)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur, Broker can only release the deposit monies:
 - 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 - 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 - 3. According to the terms of a final order of court.
 - 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved ______ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

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711	Buyer Initials: MH	ASR Page 12 of 14	Seller Initials:	wяя	L
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- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania 712 713 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit 714 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation. 715
 - (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 - 1. Fail to make any additional payments as specified in Paragraph 2, OR
 - Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 - Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
 - (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
 - On account of purchase price, OR
 - As monies to be applied to Seller's damages, OR
 - As liquidated damages for such default.
 - SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUI-DATED DAMAGES.
 - (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
 - Brokers and licensees are not responsible for unpaid deposits.

MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will

28. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

31. HEADINGS (4-14)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

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ASR Page 13 of 14

WRH Seller Initials:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

309 Lincoln Ave

769 770		CLAUSES (1-10) ollowing are attached to and made pa	art of this Agreement if checked:	
771 772 773 774 775		Sale & Settlement of Other Property Co Sale & Settlement of Other Property Co Sale & Settlement of Other Property Co Settlement of Other Property Contingen Appraisal Contingency Addendum (PAI	ntingency Addendum (PAR Form SSP) ntingency with Right to Continue Marketing Add ntingency with Timed Kickout Addendum (PAR cy Addendum (PAR Form SOP) R Form ACA)	
776 777	H	Short Sale Addendum (PAR Form SHS)		
778				
779 780	(B) Addi	tional Terms:		
781	(2)			
782 783				
784				
785 786				
787				
788 789				
790				
791				
792 793				
794				
795	Buyer and Sell	er acknowledge receipt of a copy of this	Agreement at the time of signing.	
796 797	This Agreeme together shall o	nt may be executed in one or more onstitute one and the same Agreement of	counterparts, each of which shall be deemed of the Parties.	to be an original and which counterparts
798 799			IS AGREEMENT IS A BINDING CON efore signing if they desire legal advice.	TRACT. Parties to this transaction are
800 801		Agreement, and any addenda and an tes acceptance by the parties.	nendments, including return by electronic tr	ansmission, bearing the signatures of all
802	мя	Buyer has received the Consumer Notic	e as adopted by the State Real Estate Commissio	n at 49 Pa. Code §35.336.
803		Buyer has received a statement of Buyer	r's estimated closing costs before signing this Ag	reement.
804			ney Notice (for cooperative sales when Brok	er for Seller is holding deposit money)
805	1 1	pefore signing this Agreement.		
806 807	[mæ]	Buyer has received the Lead-Based	Paint Hazards Disclosure, which is attached nily from Lead in Your Home (for properties built	to this Agreement of Sale. Buyer has it prior to 1978).
808		INUEL HINOJOSA WYZARWYNY EST		DATE
809			W-12	DATE
810	BUYER			DATE
811 812		ved a statement of Seller's estimated ്രി	the State Real Estate Commission at 49 Pa. Cod	e §35.336.
813	SELLER	L ₂	Villiam R Hartzell 1412022 3:08:06 PM GMT	DATE 02/04/2022
		: J Kubasko Jr By & Through his Gu		-
814	SELLER	- 1.A		DATE
815	SELLER			DATE

ASR Page 14 of 14
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.wolf.com

309 Lincoln Ave

Desc

Comparable Market Analysis

309 N Lincoln St, Scranton, Pa, 18504

Prepared for 309 N Lincoln—Monday, February 7, 2022

Margaret Hennemuth CLASSIC PROPERTIES

570-587-7000 hennemuthpeggy@gmail.com

License #: RS315158

THIS ANALYSIS HAS NOT BEEN PERFORMED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE WHICH REQUIRES VALUERS TO ACT AS UNBIASED, DISINTERESTED THIRD PARTIES WITH IMPARTIALITY, OBJECTIVITY AND INDEPENDENCE AND WITHOUT ACCOMMODATION OF PERSONAL INTEREST. IT IS NOT TO BE CONSTRUED AS AN APPRAISAL AND MAY NOT BE USED AS SUCH FOR ANY PURPOSE.

CMA Prepared for 309 N Lincoln by Margaret Hennemuth 309 N Lincoln St , Scranton Pa 18504

Map of Subject And Comparable Properties

ve I	

file:///C:/Users/tdeluca/Downloads/CMA N Lincoln (1).html

Withdrawn Cancelled Expired

Address

MLS # Status Distance from Subject

Subject 309 N Lincoln St , Scranton Pa 18504

70 Spring St, Carbondale PA 18407 21-3393 Closed 14.39m
 227 Maple St, Dickson City PA 18519 21-3276 Closed 3.91m

65 North St , Forest City PA 18421 22-30 Closed 19.77m

Margaret Hennemuth | 570-587-7000 | hennemuthpeggy@gmail.com CMA Prepared for 309 N Lincoln by Margaret Hennemuth 309 N Lincoln St , Scranton Pa 18504

Subject

Address

309 N Lincoln St, Scranton, Pa 18504

Bedrooms Total
Bathrooms Total
Tot SF Fin +/Lot/Land Dimensions
Lot Size Acres
Year Built
Auction

Margaret Hennemuth | 570-587-7000 | hennemuthpeggy@gmail.com CMA Prepared for 309 N Lincoln by Margaret Hennemuth 309 N Lincoln St , Scranton Pa 18504

Comparable Properties

	Subject	21-3393	21-3276	22-30	
	309 N Lincoln St Scranton Pa 18504	70 Spring St	227 Maple St	65 North St	
Distance From Subject		14.39	3.91	19.77	
List Price		\$30,000	\$26,500	\$39,000	
Original List Price		\$30,000	\$26,500	\$39,000	
Sold Price		\$37,000	\$39,500	\$45,000	
Status		Closed	Closed	Closed	
Status Date		09/06/2021	08/31/2021	01/21/2022	
Agent Days on Market		3	17	3	
Cumulative Days on Market		3	17	3	
Adjustment		+/-	+/-	•	+/-
Bedrooms Total		4	4	4	
Bathrooms Total		2	2	3	
Tot SF Fin +/-		1,920	1,408	2,194	
Lot/Land Dimensions		30X75	40X150	89x73.5x51.1x40x37.9x33.5	
Lot Size Acres		0.06	40	0.12	
Year Built		1920	1930	1940	
Auction		No	Yes	No	
Adjusted Price	\$40,500	\$37,000	\$39,500	\$45,000	
Margaret Hennemuth 570 CMA Prepared for 309 N Line		muthpeggy@gn nnemuth	nail.com		

Price Analysis

309 N Lincoln St , Scranton Pa 18504



Desc

Summary of Closed Listings

MLS#	Address	List Price	ADOM	CDOM	Sold Date	Sold Price	Total Adjustments	Adjusted Price
21-3393	70 Spring St, Carbondale PA	\$30,000	3	3	09/02/2021	\$37,000	-	\$37,000
21-3276	227 Maple St, Dickson City PA	\$26,500	17	17	08/27/2021	\$39,500	-	\$39,500
22-30	65 North St, Forest City PA	\$39,000	3	3	01/21/2022	\$45,000	•	\$45,000

Low, Average, Median, and High Comparisons

Closed Overall Low \$37,000 \$37,000 Average \$40,500 \$40,500 Median \$39,500 \$39,500 High \$45,000 \$45,000

Overall Market Analysis (Unadjusted)

Status	# List Vol.	Avg. List Price	Sold Vol.	Avg, Sold Price	— .**	Avg. Tot SF Fin +/-	Avg. List \$/Tot SF Fin +/-	Avg. Sold \$/Tot SF Fin +/-	Avg. ADOM	Avg. CDOM
Closed	3 95,500	31,833	121,500	40,500	1.29	1,841	17.41	22.61	8	8
Overall	3 95,500	31,833	121,500	40,500	1.29	1,841	17.41	22.61	8	8

Selection Criteria for Comparable Properties

Specified listings from the following search:

Margaret Hennemuth | 570-587-7000 | hennemuthpeggy@gmail.com
CMA Prepared for 309 N Lincoln by Margaret Hennemuth 309 N Lincoln St, Scranton Pa 18504

Listing Price Recommendation

Low \$37,000 High \$45,000 Recommended \$40,500

Margaret Hennemuth | 570-587-7000 | hennemuthpeggy@gmail.com

			List Number	21-3393		List F	'rice	\$ 30,000
- A			Property Type	Residential		Roon	18	8
		1	Status	Closed		Ttl Be	eds	4
		Levels	2 Story		Half I	Baths	0	
			Stories	2		Full E	Baths	2
			Est Yr Built	1920		Tti Ba	aths	2
			Foreclosure	No		Fami	y Room	No
			Gar #Cars	0		# of F	ireplace	0
			Details			Lot S	ize Acres	0.06
			Exterior; Roof:	Stucco		Lot/L	and Dim	30X75
			Root: Driveway:	Asphalt None		Road	Frontage	30.00
			Provided as a	courtesy of		Tot S	F Fin AG	1920
			Margaret Hennemuth			SF Fin Main		960
Address: 70 Spring St						SF FI	n 2nd	960
City: Carbondale; State						SF Fin 3rd		0
			Office Code: 04		Tot S	F BG/Lwr	960	
					Tot S	F Fin BG/Lwr	0	
						Tot S	F Fin +/-	1920
Room Name	Level	Leng	th Width	County	Lackawanna	a	School Dist	Carbondale Area
Living Room	Main	21	18	Gen Zoning	Residential		Region	Carbondale
Dining Room	Main	18	12	Geo Lat	41.572390		Geo Lon	-75,497500
Kitchen	Main	18	14	Tax Mun	Carbondale	City	Tax Info	Available
Master Bedroom	Second	20	14	Tax Year	2020	-	Tot Asmt	\$ 9,500
Bedroom 2	Second	14	14	Est Ttl Taxes	\$ 2,152.51		Est Cty Tax	\$ 607.24
	Second	14	10	Est Mun Tax	\$ 304		Est Sch Tax	\$ 1,241.27
Bedroom 3	Second							
Bedroom 4	Second	10	16	Tax ID No	0550503000)2	Lot/Blk/Sec	· · · · · · · · · · · · · · · · · · ·
				Tax ID No Deed Bk/Pg No	0550503000 2017-18859		Lot/Blk/Sec Tracts(Sep Do	

file:///C:/Users/tdeluca/Downloads/CMA N Lincoln (1).html

Desc

•								
			Office	Second	8	6		
tyle:	Traditional	Inside Features:	M Bdrm w/Bath Suite	Fireplace:		None		
ot Description:	Rectangle	Eating Area:	Old Kitchen	Heating:		Steam		
Dil Gas Min	Prop Subject to Lse: No	Other Rooms:	None	Hot Water:		None		
Rights:		Beds:	1 Bed LL; 2+ Bed 2nd	Cooling:		None		
Road:	Paved; Public: Municipal	Baths:	1 Bath Lev 1; 1 Bath Lev 2	Miscellaneous:		HOA Fee/Year: 0		
Vater:	Public	Floors:	Wood	Commty Amenit	ies:	None		
Vaste:	Public	Attic:	None	Tax Benefits Pro	g:	Unknown		
Parking:	On Street Parking	Appliances:	None	Possession:	-	Settlement		
Dutside Features:				Financing:		Cash; Conventional		
Foundation Type:								
Indtn/Bsmt	Unfinished Basement							
eatures:								
Basement Access	Inside Entrance; Outside							
	Entrance							
nsulation:	Unknown							
	Yard, Gps will take you to hou	ise.						
dditional info:		,						
'ublic Remarks: C	ontractors special, being sold	"AS IS", Owner has	s already started remodeling a	nd no longer has tin	ne. Pick	up where they left off.		
Agent DOM		3		So	ld Date	09/02/2021		
				So	ld Price	\$ 37,000		
					ncessio	on \$0		
				111	w Sold	Cash		
				111				
•					muiativ	e DOM 3		
ILS# 21-3393								

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<u></u>			List Number	21-3276		Lis	Price	\$ 26,500
			Property Type	Residential		Roo	oms	6
			Status		Closed		Beds	4
			Levels	2 Story		Hal	f Baths	0
			Stories	2			Baths	2
:			Est Yr Built	1930			Baths	2
			Foreclosure	Yes		1	nily Room	No
•			Foreclosure Deed	Yes			Fireplace	0
			Recorded			" "	i i ii opiaoo	v
			Gar #Cars	0				
			Details			Lot	Size Acres	40.00
			Exterior:	Aluminum		Lot	/Land Dim	40X150
			Roof: Driveway:	Comp Shingle Dirt		Ros	ad Frontage	40.00
			Provided as a c	ourtesy of		Tot	SF Fin AG	1408
			Margaret Henn			SF	Fin Main	800
Address: 227 Mar	de Ot		(570) 587-70)00 DEDTIES		SF	Fin 2nd	608
	State: PA; Zip: 18519		CLASSIC PROPERTIES (570) 587-7000			SF	Fin 3rd	0
ony, wiencom ony,			Office Code: 043			Tot	SF BG/Lwr	800
						Tot	SF Fin BG/Lv	/r 0
						Tot	SF Fin +/-	1408
Room Name	Level	Leng	th Width	County	Lack	awanna	School Dis	t Mid Valley
Living Room	Main	16	10	Gen Zoning	Resid	dential	Region	Dickson City
Dining Room	Main	13	10	Geo Lat	41.4	54415	Geo Lon	-75.626007
Master Bedroom	Main	12	10	Tax Mun	Dicks	son City	Tax Info	Available
Bedroom 1	Second	16	10		Boro			
Bedroom 2	Second	12	10	Tax Year	2021	_	Tot Asmt	\$ 7,000
Bedroom 3	Second	12	10	Est Ttl Taxes	\$ 1,4	92.40	Est Cty Ta	x \$ 447.44
Full Bathroom	Second	8	6	Est Mun Tax	\$ 182	2	Est Sch Ta	x \$ 862.96
Full Bathroom	Second	8	6	Tax ID No	1241	2030012	Lot/Blk/Se	C
				Deed Bk/Pg No		/0467	Tracts(Sep	-
Style:	Traditional	insi	de Features: Other -	See Remarks		Fireplace	No	ne
Lot Description:	Flat; Rectangle			ast Room; Old Kitch	en	Heating:		eam
Oil Gas Min	Prop Subject to Lse:		er Rooms: None			Hot Water		her - See Remarks
Rights: Road:	Unknown Paved	Bed				Cooling:		ne
Road: Water:	Public	Bat		Lev 1; 1 Bath Lev 2		Miscellan		OA Fee/Year: 0; Unknown
Waste:	Public	Flo-		m; Wood		Commty /	Amenities: No	
Parking:	Unpaved Driveway			See Remarks	antria	Tax Benef		known
Outside Features:		Labi	maneas. Wande	Top; Wall Oven - El	BCINC	Financing		ttlement sh
	Full Basement	- 1				rmanulliy	. Ca	911

ee l s w	pedrooms and two ork. This home sits	full baths, s on an approximate
	Sold Date Sold Price Concession How Sold Cumulative DOI	08/27/2021 \$ 39,500 \$ 0 Cash M 17
- 1 8	ee I	Sold Price Concession How Sold

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			******		l	List Num	iber	22-30			List Pr	ice		\$ 39	,000
1.00° al					F	Property	Туре	Residential			Room	B		8	
						Status		Closed			Ttl Be	ds		4	
					Į į	Levels		2 Story			Half B			1	
						Stories		2			Full Ba			2	
					l E	Est Yr Bı	uilt	1940			Ttl Bat			3	
					l,	Foreclos	ure	No			Family			Yes	
					- 1	Gar #Car		0			# of Fi			0	
					L	Details	-					<u> </u>			·····
						Exterior:	V	inyl					res 0.12		
						Roof:		sphalt; Fiberglass				nd Di		.5x5	1.1x40x37.9x33
						Driveway		oncrete			Road Fronta	ae	89.00		
					$\neg \dagger$			courtesy of			Tot SF	<u> </u>	\G	1872	2
Address: 65	North St					Mar	garet Henr	nemuth			SF Fin	Main		936	
City: Forest C		PA: Zi	p: 184	21	11		570) 587-70	000 DEDTIES			SF Fin	2nd		936	
	,, -1410	,	p. 104		1,		SSÍC PRO 570) 587-70				SF Fin			0	
							ce Code: 04				Tot SF			527	
Loc/Develop	ment: Nor	ie;			-			· -						322	
					-						Tot SF			2194	1
Room Name	Level	Length	Width	Remarks	L			County	Susq	uehar			ol Dist		orest City
Living Room	Main	13	11.5											F	Regional
Living Room	Main	15.5	15	dining & 2n	d livin	ig area;		Gen Zoning	Resid	dential		Regio	on	F	Forest City
				Living/Dinir	ıg Coı	mbo		Geo Lat	41.65	3127		Geo I	Lon	-	75.466723
Kitchen Family Room	Main Lower	9.25 15.25	7.5 13	Room for s	ımme	ar/2nd kit	chan	Tax Mun		st City		Tax lı	nfo	F	Available
Master	Second		13	w/ full bath	umme	II/ZIIU KIU	CHOH	Tave Value	Boro			T-4 A	4	•	
Bedroom	Occorna	10.0	10	W Ion Dani				Tax Year	2021			Tot A			28,500
Bedroom 2	Lower	9.25	7.5					Est Ttl Taxes		20.69			ty Tax	•	308.66
Bedroom 3	Second		7.25					Est Mun Tax	\$ 478	3.80		EST S	ich Tax	\$	5 1,333.23
Bedroom 4	Second		11.5					Tax ID No	268.0			Lot/B	lk/Sec		
Master Bathroom	Second		9.25					Deed Bk/Pg No	•	9.00,00 12220		Tract	s(Sep Dd	s) N	No
Full Bathroon	Lower	9.25	4.5					Room Name	Level	Le	ngth	Width	Remark	(S	
Half Bathroor	n Main	12	9.25	Unfinished	half b	ath / laur	ndry	Bonus Room	Secon		-	7.5	Foyer v	v/ do	uble closet
•	Traditiona	-			insid		Cable Avai	lable; Fam Room L	ower	Firep	ace:	No	ne		
		lot in D	evelop	ment; View	1			drm w/Bath Suite		Heati		Ba	seboard;	Oil	
Description:					Eatir		Dining Area	a; Living/Dining Co	mbo		/ater:	Oil			
Oil Gas Min Rights:	Luch 200)	eci io L	se: No		Area Othe		None			Cooli			iling Fan		
-	Paved; Pu	iblic: Mi	unicina	1	Rooi		NUHU			Misce	llaneo				HOA Fee/Year:
	Public	IVII	upa	•	Beds		1 Bed LL: 2	2+ Bed 2nd; Mstr 2i	nd	Com	ntv		ning Code one	1. KZ	
	Public				Bath			2; 1 Bath Lev L; 1			iity iities:	INU	7110		
	Off Street	Parking	j; Parki	ing Pad		1	Lev 1; Full	Bath - Master; Othe			enefits	No	ne		
Outside	rage B			<u> </u>		See Remar			Prog:						
Features:	_			Floo	rs:	He; Vinyl; \	Wall to wall Carpet	Wood				ttlement			
Foundation	ice; Par	tial Ba	sement	Attic		Crawl Oper			Finan	cing:	Ca	ısh			
Type: Fndtn/Bsmt∹	Concrete !	Eloori D	liet Elec	r: Hootod:	wbbi	nances:	Elec Oven/	range							
	Concrete i Partially F														
	Inside Ent														

2/14/22, 4:23 PM flexmls Web

Insulation:	Unknown		1			
Directions:	From Carbondale, RT 171N into Fore	st City Left onto North St. Home on the left, #65.				
Additional I	nfo:					
layout for cr	eative living arrangements. 4 bedroom	DREST CITY FIXER UPPER - Was once a duplex is/2.5 baths, kitchen, living/dining combo plus 2nd bath/laundry room. Boller is not functioning. Seller	living room a	nd fami	ily room. The h	
Agent DOM	1	3		Solo Con How	d Price cession	01/21/2022 \$ 45,000 \$ 0 Cash 3
MLS# 22-30						

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Desc

Jack N. Zaharopoulos 8125 ADAMS DR., SUITE A HUMMELSTOWN, PA 17036

MERRICK B. GARLAND U.S. DEPARTMENT OF JUSTICE ATTORNEY GENERAL'S OFFICE 950 PENNSYLVANIA AVE., NW WASHINGTON, DC 20330

BARBARA LYNADY LACKAWANNA COUNTY TAX CLAIM BUREAU 123 WYOMING AVE., SUITE 267 SCRANTON, PA 18503 DAVID HUBBERT, ESQ. CHIEF COUNSEL-CIVIL TRIAL SECTION 555 4^{TH} STREET, NW JCB ROOM 6126 WASHINGTON, DC 20530

ECLEMUS WRIGHT, ESQ.
BANKRUPTCY DIVISION CHIEF
PA DEPT OF REVENUE
BUREAU OF COMPLIANCE
P.O. BOX 280946, 7TH FLOOR
HARRISBURG, PA 17128

JANE F. O'NEIL LACKAWANNA RIVER BASIN SEWER PO BOX 280 OLYPHANT, PA 18447 BRUCE D. BRANDLER, ESQ. US ATTORNEY P.O. BOX 309 SCRANTON, PA 18501

ANA MARIE B. AMENTA INSOLVENCY SPECIALIST INTERNAL REVENUE SERVICE 600 ARCH STREET PHILADELPHIA, PA 19106

PORTONOFF LAW ASSOCIATES C/O JAMES R. WOOD, ESQ. 2700 HORIZON DR., SUITE 100 KING OF PRUSSIA, PA 19406